

Law Offices of Craig K. Furusho

CRAIG K. FURUSHO 1966  
Charles R. Kendall Building  
888 Mililani Street, Suite 300  
Honolulu, Hawaii 96813  
Telephone: 536-7733

Attorney for Defendant  
PRISCILLA SAHW  
E:\CLIENTS\SHAW\TERUYA\Ans Cross Claim.doc

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII**

PETER K. TERUYA,	) CIVIL NO. CV10 00282 JMS/KSC
	) (Other)
Plaintiff,	)
	) <b>DEFENDANTS PRISCILLA D.</b>
vs.	) <b>SHAW and A &amp; A SERVICES,</b>
	) <b>LLC'S ANSWER TO COMPLAINT</b>
	) <b>FILED MAY 12, 2010;</b>
PRISCILLA D. SHAW; A & A	) <b>DEFENDANTS PRISCILLA D.</b>
SERVICES, LLC, a Hawai'i Limited	) <b>SHAW and A &amp; A SERVICES,</b>
Liability Company; WALTER	) <b>LLC.S' CROSS-CLAIM AGAINST</b>
CHUNG; CY TAXI LEASING, INC.	) <b>DEFENDANTS WALTER CHUNG;</b>
a Hawai'i Corporation, dba	) <b>CY TAXI LEASING, INC. dba</b>
KAPOLEI AUTO RECYCLING;	) <b>KAPOLEI AUTO RECYCLING;</b>
JERRY GIORDANO, individually	) <b>JERRY GIODANO, Individually</b>
and dba GIORDANO'S PAINTING;	) <b>and dba GIORDANO'S PAINTING;</b>
IVORY TRANSPORT AND	) <b>IVORY TRANSPORT AND</b>
EQUIPMENT RENTALS, LLC, a	) <b>EQUIPMENT RENTALS, LLC;</b>
Hawai'i Limited Liability Company;	) <b>HAW TRANSPORT SERVICES,</b>
HAWK TRANSPORT SERVICES,	) <b>LLC; FRANK COLUCCIO</b>
LLC., a Hawaii Limited Liability	) <b>CONSTRUCTION COMPANY;</b>
Company; FRANK COLUCCIO	) <b>FREDERICK W. JACOBS; LINDA</b>
CONSTRUCTION COMPANY, a	) <b>L. NICHOLS; DIANE FUJIKAMI;</b>
Washington Corporation;	) <b>WELA KALHOEFER; and ALL</b>
FREDERICK W. JACOBS; LINDA	) <b>ISLANDS, INC. dba CENTURY 21</b>
L. NICHOLS; DIANE FUJIKAMI;	)

WELA KALHOEFER; ALL	)	ALL ISLANDS, SUMMONS;
ISLANDS, INC., a Hawai'i	)	CERTIFICATE OF SERVICE
Corporation dba CENTURY 21 ALL	)	
ISLANDS; JOHN DOES 1-20; JANE	)	
DOES 1-20; and DOE ENTITIES 1-	)	
20,	)	
	)	
Defendants.	)	
_____	)	

**DEFENDANTS PRISCILLA D. SHAW and A & A SERVICES, LLC'S  
ANSWER TO COMPLAINT FILED MAY 12, 2010**

Defendants PRISCILLA D. SHAW and A & A SERVICES, LLC, in answer to Plaintiff PETER K. TERUYA's Complaint filed on May 12, 2010, state:

**FIRST DEFENSE**

1. Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations of Paragraphs 1, 2, 6 – 17 and therefore deny the same.

2. The allegations of Paragraphs 3, 4, and 5 are admitted.

3. In response to the allegations of Paragraph 18, Defendants Shaw and A & A Services admit Plaintiff Teruya is the owner of land located at 87-1161 Hakimo Road, Waianae, Hawaii 96792 but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

4. In response to the allegations of Paragraph 19, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

5. The allegations of Paragraph 20 are denied except Shaw admits her lease allowed her to farm crops.

6. Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 21 and therefore deny the same.

7. Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations of Paragraphs 22 – 36 and therefore deny the same.

8. Defendants Shaw and A & A Services admit the allegations of Paragraphs 37 – 39.

9. The allegations of Paragraph 40 are denied.

10. The allegations of Paragraph 41 are admitted.

11. The allegations of Paragraphs 42, 43 and 44 are denied.

12. The allegations of Paragraphs 45 and 46 are admitted.

13. In response to the allegations of Paragraph 47, Defendants Shaw and A & A Services deny the allegations as they apply to A & A but are without

knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

14. The allegations of Paragraph 48 are denied.

15. In response to the allegations of Paragraphs 49 and 50, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

16. The allegations of Paragraph 51 and 52 are denied.

17. In response to the allegations of Paragraph 53, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

18. In response to the allegations of Paragraph 54, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

19. In response to the allegations of Paragraphs 55 and 56, Defendants Shaw and A & A Services deny the allegations as they apply to themselves but are without knowledge sufficient to form a belief as to the truth of the allegations of the remaining allegations and therefore deny the same.

20. In response to the allegations of Paragraph 57, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

21. The allegations of Paragraphs 58, 59 and 60 are denied.

22. The allegations of Paragraph 61, Defendants Shaw and A & A Services deny the allegations as they apply to themselves but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

23. In response to the allegations of Paragraphs 62 – 65, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

24. In response to the allegations of Paragraph 66 and 67, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

25. In response to the allegations of Paragraphs 68 and 69, Defendants Shaw and A & A Services admit the allegations as they apply to themselves but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

26. In response to the allegations of Paragraphs 70 – 72, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

27. In response to the allegations of Paragraph 73, Defendants Shaw and A & A Services admit the allegations as applied to Priscilla Shaw but are without

knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

28. In response to the allegations of Paragraphs 74 – 84, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

29. In response to the allegations of Paragraph 85, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 - 84 of the Complaint.

30. In response to the allegations of Paragraph 86, Defendants Shaw and A & A Services deny the allegations as they apply to Shaw and A & A Services but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

31. In response to the allegations of Paragraphs 87 and 88, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

32. In response to the allegations of Paragraphs 89 – 96, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

33. In response to the allegations of Paragraph 97, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 96.

34. The allegations of Paragraph 98 and 99 are denied.

35. In response to the allegations of Paragraph 100, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 99.

36. In response to the allegations of Paragraph 101, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

37. In response to the allegations of Paragraph 102, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 101.

38. In response to the allegations of Paragraph 103, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

39. In response to the allegations of the Paragraph 104, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 103.

40. In response to the allegations of the Paragraph 105, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

41. In response to the allegations of Paragraphs 106 and 107, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

42. In response to the allegations of Paragraphs 108 – 114, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

43. In response to the allegations of Paragraph 115, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 114.

44. In response to the allegations of Paragraph 116, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge



sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

45. In response to the allegations of Paragraph 117, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 116.

46. The allegations of Paragraph 118 are denied.

47. In response to the allegations of Paragraph 119, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraph 1 – 118.

48. The allegations of Paragraphs 120 – 122 are denied.

49. In response to the allegations of Paragraph 123, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 122.

50. The allegations of Paragraphs 124, 125 and 126 are denied.

51. In response to the allegations of Paragraph 127, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 126.

52. In response to the allegations of Paragraphs 128 – 136, Defendants Shaw and A & A Services deny the allegations as applied to them but are without

knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

53. In response to the allegations of Paragraph 137, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 136.

54. In response to the allegations of Paragraphs 138 – 145, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

55. In response to the allegations of Paragraph 146, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 145.

56. In response to the allegations of Paragraphs 147 – 154, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

57. In response to the allegations of Paragraph 155, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 154.

58. In response to the allegations of Paragraphs 156 – 161, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

59. In response to the allegations of Paragraph 162, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 161.

60. In response to the allegations of Paragraphs 163 – 167, Defendants Shaw and A & A Services deny the allegations as applied to them but are without knowledge sufficient to form a belief as to the truth of the remaining allegations and therefore deny the same.

61. In response to the allegations of Paragraph 168, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 167.

62. In response to the allegations of Paragraph 169 – 173, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

63. In response to the allegations of Paragraph 174, Defendants Shaw and A & A Services incorporate by reference their responses to the allegations in Paragraphs 1 – 173.

64. In response to the allegations of Paragraphs 175 – 177, Defendants Shaw and A & A Services are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the same.

65. All other allegations are denied.

### **THIRD DEFENSE**

The release of alleged hazard substances and the resulting damage was solely because of the acts or omissions of third parties who were not agents nor employees of Defendants Shaw and A & A Services.

### **FOURTH DEFENSE**

Defendants Shaw and A & A Services were innocent subsequent owners/occupiers of the Teruya property and did not know, nor had any reason to know, that any hazardous substances were disposed of at the property.

### **FIFTH DEFENSE**

The Statute of Limitations bars Plaintiff's claims.

### **SIXTH DEFENSE**

The defense of laches, release and waiver bar Plaintiff's claims.

### **SEVENTH DEFENSE**

The doctrine of unclean hands applies to bar Plaintiff's claims.

### **EIGHTH DEFENSE**

Plaintiff failed to mitigate his damages.

**NINTH DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**TENTH DEFENSE**

Plaintiff lacks standing to sue.

WHEREFORE, Defendants Shaw and A & A Services pray that the Complaint be dismissed and that they have their costs, attorney's fees and such other relief as this Court deems just and proper.

DATED: Honolulu, Hawaii, June 21, 2010.

/s/ Craig K. Furusho

CRAIG K. FURUSHO

Attorney for Defendants

PRISCILLA D. SHAW and A & A  
SERVICES, LLC.

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF HAWAII**

PETER K. TERUYA,	)	CIVIL NO. CV10 00282 JMS/KSC
	)	(Other)
Plaintiff,	)	
	)	<b>CERTIFICATE OF SERVICE</b>
vs.	)	
	)	
PRISCILLA D. SHAW; A & A	)	
SERVICES, LLC, a Hawai'i Limited	)	
Liability Company; WALTER	)	
CHUNG; CY TAXI LEASING, INC.	)	
a Hawai'i Corporation, dba	)	
KAPIOLEI AUTO RECYCLING;	)	
JERRY GIORDANO, individually	)	
and dba GIORDANO'S PAINTING;	)	
IVORY TRANSPORT AND	)	
EQUIPMENT RENTALS, LLC, a	)	
Hawai'i Limited Liability Company;	)	
HAWK TRANSPORT SERVICES,	)	
LLC., a Hawaii Limited Liability	)	
Company; FRANK COLUCCIO	)	
CONSTRUCTION COMPANY, a	)	
Washington Corporation;	)	
FREDERICK W. JACOBS; LINDA	)	
L. NICHOLS; DIANE FUJIKAMI;	)	
WELA KALHOEFER; ALL	)	
ISLANDS, ICN., a Hawai'i	)	
Corporation dba CENTURY 21 ALL	)	
ISLANDS; JOHN DOES 1-20; JANE	)	
DOES 1-20; and DOE ENTITIES 1-	)	
20,	)	
	)	
Defendants.	)	

---

**CERTIFICATE OF SERVICE**

I hereby certify that, on the dates and by the methods of service noted below, a true and correct copy of the foregoing was served on the following at their last known addresses:

Served Electronically through CM/ECF:

LISA A. BAIL	<a href="mailto:lbail@goodsill.com">lbail@goodsill.com</a>	6/21/10
CARLY Y. MINNER-COLE	<a href="mailto:cminner@goodsill.com">cminner@goodsill.com</a>	6/21/10

Attorneys for Plaintiff  
PETER K. TERUYA

JOHN Y. U. CHOI	<a href="mailto:johnchoi@hawaii.rr.com">johnchoi@hawaii.rr.com</a>	6/21/10
-----------------	--	---------

Attorney for Defendant  
WALTER CHUNG and CY TAXI LEASING, INC dba  
KAPIOLEI AUTO RECYCLING

JAMES J. STONE	<a href="mailto:jstone@nulaw.net">jstone@nulaw.net</a>	6/21/10
----------------	--	---------

Attorney for Defendant  
ALL ISLANDS, INC., a Hawai'i Corporation dba  
CENTURY 21 ALL ISLANDS

DATED: Honolulu, Hawaii, June 21, 2010.

/s/ Craig K. Furusho  
CRAIG K. FURUSHO  
Attorney for Defendants  
PRISCILLA D. SHAW and A & A  
SERVICES, LLC.